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ATTORNEY DOCKET NO.: 4256B

PATENT APPLICATION

IN THE
UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s): Daniel Egger et al.

Confirmation No.: 1561

Application No.: 09/854,577

Examiner: Muhebbullah, Sajeda

Filing Date: May 15, 2001

Group Art Unit: 2174

Title: METHOD AND APPARATUS FOR INDEXING, SEARCHING AND DISPLAYING
DATA

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

RENEWED PETITION UNDER 37 C.F.R. 1.137(b)
FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED
UNINTENTIONALLY

Sir:

Petitioner hereby Petitions for Revival of the present application under 37 C.F.R. 1.137(b), and submits the following:

1. The Petitioner, Daniel Egger, who is also one of the inventors, holds the entire interest in the present application.

The present application is a divisional of U.S. Patent 6,233,571 ("the '571 patent"), which is a divisional of U.S. Patent 5,832,494 ("the '494 patent"), which is a continuation-in-part of U.S. Patent 5,544,352 ("the '352 patent").

- a. In 1993, Petitioner, the sole inventor of the '352 patent, assigned all his rights to Libertech, Inc. ("Libertech"), its successors and assigns. See attached Exhibit A.
- b. In June of 1996, the inventors assigned all rights in '494 patent to Libertech, its successors and assigns. See attached Exhibit B.
- c. In August of 1996, Libertech changed its corporate name to Site Technologies, Inc. See attached Exhibit C.

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d. In 1998, Site Technologies sold and assigned all its rights in the '352 patent and all additions, continuations-in-part, or divisions of such patent to Daniel Egger. See attached Exhibit D.

By virtue of the relationship between the present application and the '352 patent, Petitioner Daniel Egger is the holder of the entire interest in the present application. See attached Exhibit E.

2. The undersigned attorney, Aldo Noto, is an original attorney of record. Additionally, for clarity and confirmation, a Revocation of Power of Attorney with new Power of Attorney and Change of Correspondence Address along with a Statement Under 37 C.F.R. § 3.73(b) are attached herewith.
3. The present application was unintentionally abandoned on June 30, 2004. This application became abandoned for failure to timely reply to an Office Action mailed March 30, 2004 ("Office Action"). The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 C.F.R. 1.137(b) was unintentional.
4. Due to an incorrect address, the Office Action mailed on March 30, 2004 was never received and was, in fact, returned to the PTO undelivered. The Office Action was mailed to an old address of Dorsey & Whitney, LLP ("D&W"), which was not the official correspondence address listed in the combined declaration and power of attorney document filed with the application. See attached Exhibit F. D&W's Change of Correspondence Address filed on October 4, 2004 was too late to avoid the abandonment. Therefore, the abandonment itself and the delay from the June 30, 2004 abandonment until the March 28, 2005 Notice of Abandonment was unintentional.
5. The remainder of the delay was also unintentional. While Petitioner received a copy of the Office Action on May 9, 2005 from D&W, he did not receive and was not informed of the Notice of Abandonment ("NOA") until March 2, 2006. From March 2, 2006 until April 17, 2006 Petitioner was diligent in retaining patent counsel and preparing a first petition to revive.

Based on a conversation between Kristine Kincaid of the PTO and an employee at D&W, the NOA was mailed to an attorney not affiliated with the file and not an attorney of record. This attorney, who was unknown to the Petitioner, provided Petitioner with a copy of the Office Action on May 9, 2005 but not a copy of the NOA. See attached Exhibit G. He failed

to notify Petitioner of the abandonment, a due date or the urgency until March 2, 2006. See attached Exhibit H. Thereafter, Petitioner retained patent counsel and filed the first petition for revival on April 17, 2006, and a renewed petition on July 10, 2006.

6. A supporting Declaration by Petitioner and Application owner Daniel Egger is attached.
7. A Response to the Office Action mailed March 30, 2004 is attached.
8. Since this utility application was filed after June 8, 1995, Petitioner believes that no terminal disclaimer under 37 C.F.R. 1.137(d) is required. However, to expedite prosecution of the present application, Petitioner will file a terminal disclaimer if requested by the PTO.
9. Petition fee to revive unintentionally abandoned application pursuant to 37 C.F.R. 1.17(m) in the amount of **\$750.00**.
10. Petition for extension of time for one month.
11. Total fees (petition fee \$750.00 and petition for extension of time fee \$60.00) are **\$810.00**.

Please charge **\$810.00** to **Deposit Account 50-2849**. At any time during the pendency of this application, please charge any fees required or credit any over payment to **Deposit Account 50-2849** pursuant to 37 C.F.R. 1.25. Additionally please charge any fees to **Deposit Account 50-2849** under 37 C.F.R. 1.16 through 1.21 inclusive, and any other sections in Title 37 of the Code of Federal Regulations that may regulate fees. A duplicate copy of this sheet is enclosed.

Should the Commissioner require anything further in order to fulfill this petition, he is invited to contact the undersigned at the telephone number listed below.

Customer No.: 038598
ANDREWS KURTH LLP
Intellectual Property Department
1350 I Street, NW
Suite 1100
Washington, D.C. 20005
Telephone No.: (202) 662-2700
Facsimile No.: (202) 662-2739

Attachments

Respectfully submitted,


Aldo Noto
Attorney/Agent for Applicant(s)
Reg. No. 35,628

Date: **May 11, 2007**

EXHIBIT 1

EDWARD W. BULCHIS
(206) 903-8785
bulchis.ed@dorsey.com

May 9, 2005

Mr. Daniel Egger
900 West Main Street
Suite 258
Durham, NC 27701

Re: U.S. Patent Application No. 09/854,577
METHOD AND APPARATUS FOR INDEXING, SEARCHING AND
DISPLAYING DATA
Our Reference: 32560/US (453550-1)

Dear Dan:

We have now reviewed your application and the patents previously issuing from the parents to this application, as well as the Office Action and cited reference, which were previously sent to you. As you may recall, this application is directed to a window management system and method in which active windows are identified and displayed in a particular format. Each time a new window is activated, it is also identified and displayed in a particular format. Additionally, the system and method can recognize active windows other than those that have been identified, and it then causes these recognized windows to be displayed in a second format. For example, if there are a large number of active windows, the most recent windows can be maximized while older windows can be minimized. The claimed system and method automatically performs these management functions each time a new window is activated.

The sole reference cited in the Office Action is a text by Cowart entitled "Mastering Windows 3.1," which describes and shows in Figures 2.8 and 2.9 displaying active windows in either a "Cascade" format or a "Tile" format. The Cascade or Tile format is manually selected by the user. Regardless of what format is selected, the main window also shows, in addition to either Cascaded or Tiled windows, icons corresponding to applications that are not active. Whenever one of these applications is activated, a corresponding window is displayed in the selected window format.

If our understanding of the Cowart text is correct, then it does not disclose or suggest recognizing at least one active window that is displayed in a format that is different from the format used to display other active windows, as recited in claims 106-112. If our analysis is correct, we believe claims 106-112 should be allowable, and we will explain our reasoning to the Examiner in our response.

Claim 99 is somewhat broader than claim 106 in that it requires only identifying activated windows and displaying these windows in a particular format each time a new window is activated. The cited reference therefore may suggest the subject matter of claim 99 unless claim 99 can be read to require that less than all of the active windows are displayed, *e.g.* only the most recently activated windows are displayed. We therefore recommend consideration be given to amending claim 99 to clarify that only the most recently activated windows are displayed, and this function of selectively displaying the most recently activated windows is accomplished each time a new window is activated.

The remaining independent claim, *i.e.*, claim 113, is a system claim that is directed to auto-arranging windows in a predetermined format in a manner that causes the arrangement of all active windows to change each time a new window is activated. This claim arguably reads on the disclosure in the Cowart reference of adding a new cascaded or tiled window to existing cascaded or cascaded windows, respectively, each time a new application is activated. When the new window is added, the arrangement therefore arguably changes.

Mr. Daniel Egger
May 9, 2005
Page 3



Please review the Office Action and cited reference, and then give me a call so we can discuss the preparation of a response to the Office Action. In case you do not have a complete copy of the Cowart reference, we are enclosing copies of pages 53-82.

Very truly yours,

DORSEY & WHITNEY LLP

A handwritten signature in black ink, appearing to read "Ed" with a stylized flourish.

Edward W. Bulchis

EWB:alb

Enclosures:

As Noted

h:\p\clients\egger, daniel\32560us\32560us egger ltr 050905.doc

EXHIBIT 2

Bulchis, Ed

From: Daniel Egger [degger@osriskmanagement.com]
Sent: Thursday, March 02, 2006 2:47 PM
To: Bulchis, Ed
Subject: Revival of Egger Patent App.

Ed:

I just got your Feb 3 letter! We definitely need to revive this application, if it can be part of a broader strategy with the two issued patents. The issue was and is, whether the =original date can be used to pursue a modification of the original claims in the first 1992 patent that will strengthen them against potential challenge. Joby Hughes was supposed to call you on this point last summer as you may remember. He went quiet for a few months but has significant renewed interest in the deal and has been hounding me for an answer -- so we need to understand his question and answer it.

Please let me know a couple times when I can reach you by telephone, and we can figure out who should do what when.

Thanks,

Daniel Egger

EXHIBIT A

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeMAIL ROOM
DEC 15 1993
Tel. Springs → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Daniel Egger
2027 West Club Boulevard
Durham, North Carolina 27705Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 9, 1993

2. Name and address of receiving party(ies):

Name: Libertech, Inc.

Internal Address: _____

Street Address: 2027 West Club Boulevard

City: Durham State: NC ZIP: 27705

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/076,658

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Aldo Noto

Internal Address: Dorsey & Whitney

Street Address: Suite 200

1330 Connecticut Ave., N.W.

City: Washington State: DC ZIP: 20036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): 40 x 1 \$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

070 TH 12/30/93 08076658

DO NOT USE THIS SPACE

1 581

40.00 CK

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Aldo Noto

Name of Person Signing

Signature

December 14, 1993

Date

91760907

Total number of pages comprising cover sheet: 1 of 3

ASSIGNMENT

WHEREAS, I, Daniel Egger, 2027 West Club Boulevard, Durham, North Carolina 27705, have invented certain new and useful improvements in a METHOD AND APPARATUS FOR INDEXING, SEARCHING AND DISPLAYING DATA, for which an application for Letters Patent of the United States was filed, which may be identified in the United States Patent and Trademark Office by Serial No. 08/076,658 filed June 14, 1993; and

WHEREAS, Libertech, Inc. ("Libertech"), a corporation organized and existing under the laws of the District of Columbia, and having a business address at 2027 West Club Boulevard, Durham, North Carolina 27705, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by the said Libertech, the receipt of which is hereby acknowledged, I have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto said Libertech, its successors and assigns, my entire right, title and interest in and to said invention, said application and the Letters Patent, both foreign and domestic, that may or shall issue, including all of my entire rights under the International Convention, and I do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned assignee in accordance herewith.

I hereby authorize said assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon Said Consideration, I do hereby covenant and agree with the said Assignee, its successors and assigns, that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I or my executors or administrators will at any time upon request, without further consideration, but at the expense of said Assignee, its successors or assigns, execute such additional writings and do such additional acts as said Assignee, its successors or assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result

of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, I, Daniel Egger, have signed and delivered this Assignment on the dates set forth below.

11/9/93
Date

[Signature]
Daniel Egger

STATE OF NORTH CAROLINA)

COUNTY OF ORANGE)

) ss.

On this 9 day of Nov., 1993, before me a Notary Public, personally appeared Daniel Egger, known to me to be the person who executed the foregoing Assignment and acknowledged that he executed the same as his free act and deed.

Marilyn L. Atkins
Notary Public

My Commission expires: Sept 28, 1998

SEAL

RECORDED
PATENT & TRADE MARK OFFICE

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REEL

FRAME

EXHIBIT B

07-19-1996

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1581-40

Tab settings: 0-0-0



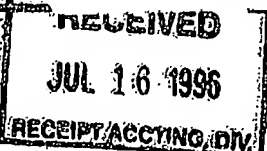
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attached original documents or copy thereof.

To the Honorable Commissioner

1. Name of conveying party(ies)

Daniel Egger
2027 West Club Boulevard
Durham, NC 27705



2. Name and address of receiving party(ies):

Name: Libertech, Inc.

Internal Address: _____

Street Address: 2200 West Main St. #230B

City: Durham State: NC ZIP: 27705

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 18, 1996

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent/Application No.(s)

087649,304

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Aldo Noto, Esq.

Internal Address: _____

Street Address: Dorsey & Whitney

1330 Connecticut Ave., N.W., Suite 200

City: Washington State: DC ZIP: 20036

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 341): \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

(DO NOT USE THIS SPACE)

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1 581

40.00 DKK

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Aldo Noto (Reg. No. 35,628)

(Name of Person Signing)

Aldo Noto

(Signature)

July 16, 1996

(Date)

Total number of pages comprising cover sheet

2

PATENT

REEL: 8035 FRAME: 0470

Recordation Form Cover Sheet
Form PTO 1595
Page Two

1. Name of conveying parties:

Shawn Cannon
2429 Mandy Lane
Hillsborough, NC 27278

Ronald D. Sauers
3330 Tranquil Trail
Mebane, NC 27302

ASSIGNMENT

WHEREAS, we, Daniel Egger, of 2027 West Club Boulevard, Durham, NC 27705, Shawn Cannon of 2429 Mandy Lane, Hillsborough, NC 27278, and Ronald D. Sauers of 3330 Tranquil Trail, Mebane, NC 27302 have invented certain new and useful improvements in a METHOD AND APPARATUS FOR INDEXING, SEARCHING AND DISPLAYING DATA, for which a application for Letters Patent of the United States has been filed, which may be identified in the United States Patent and Trademark Office by Serial No. 08/649,304, filed May 17, 1996; and

WHEREAS, ^{State of Delaware S.C. P.S. 126}Libertech, Inc. ("Libertech"), a corporation organized and existing under the laws of the District of Columbia, and having a business address of 2200 West Main Street, Suite 230 B, Durham, North Carolina 27705, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), other good and valuable consideration to us in hand paid by the said Libertech, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by this writing, do hereby sell, assign and transfer unto said Libertech, its successors and assigns, our entire right, title and interest in and to said invention, said application and the Letters Patent, both foreign and domestic, that may or shall issue, including all of our entire rights under International Conventions, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

We hereby authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of International Conventions.

Upon Said Consideration, we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further consideration, but at the expense of said Assignee, its successors or assigns, execute such additional writings and do such additional acts as said Assignee, its successors or assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued, continuation, continuation-in-part, or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in

enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we, Daniel Egger, Shawn Cannon, and Ronald D. Sauers have signed and delivered this Assignment on the dates set forth below.

Date: June 18, 1996


Daniel Egger

Date: June 18, 1996


Shawn Cannon

Date: June 18, 1996


Ronald D. Sauers

STATE OF

)
) ss.
)

COUNTY OF

On this 18th day of June, 1996, before me a Notary Public, personally appeared Daniel Egger, known to me to be the person who executed the foregoing Assignment and acknowledged that he executed the same as his free act and deed.


Notary Public



My Commission Expires Oct 29, 2000

PATENT
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Daniel Egger Attorney Docket No.: 4256
Serial No.: 08/649,304 Examiner:
Filed: May 17, 1996 Group Art Unit:
For: METHOD AND APPARATUS FOR INDEXING, SEARCHING,
AND DISPLAYING DATA
This application is a Continuation-in-part of application Ser. No.
08/076,658, filed June 14, 1993.

COVER LETTER

Box Assignment Branch
Hon. Commissioner of Patents
and Trademarks
Washington, D.C. 20231

Dear Sir:

Enclosed please find a check in the amount of \$40.00, a Patent
Assignment Recordation Form Cover Sheet (form PTO-1595), and an Assignment
regarding the above identified application. Please record the Assignment of the
invention from Daniel Egger to Libertech, Inc. Please credit any overpayment or debit
any underpayment to deposit account no. 04-1425. A duplicate copy of this cover letter
is enclosed for that purpose.

Respectfully submitted,

Date: July 16, 1996

DORSEY & WHITNEY

Aldo Noto
Aldo Noto (Reg. No. 35,628)
1330 Connecticut Avenue, N.W., Suite 200
Washington, D.C. 20036
(202) 452-6945
Attorney for Applicant(s)

PATENT

RECORDED: 07/16/1996

REEL: 8035 FRAME: 0474

EXHIBIT C

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
Libertech Inc.	08/22/1996
RECEIVING PARTY DATA	
Name:	Site/Technologies/Inc.
Street Address:	1120 Forest Avenue, #301
City:	Pacific Grove
State/Country:	CALIFORNIA
Postal Code:	93950
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5544352
Patent Number:	5832494
CORRESPONDENCE DATA	
Fax Number:	(919)781-4865
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-781-4000
Email:	rjones@wyrick.com
Correspondent Name:	Robert T. Jones, Jr.
Address Line 1:	4101 Lake Boone Trail, Suite 300
Address Line 4:	Raleigh, NORTH CAROLINA 27607
NAME OF SUBMITTER:	Robert T. Jones, Jr.
Total Attachments: 2 source=libertechnamechange#page1.tif source=libertechnamechange#page2.tif	

OP \$80.00 5544352

PATENT
REEL: 015612 FRAME: 0397

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "LIBERTECH INC.", CHANGING ITS NAME FROM "LIBERTECH INC." TO "SITE/TECHNOLOGIES/INC.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF AUGUST, A.D. 1996, AT 4:15 O'CLOCK P.M.



2300985 8100

050040896

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3622997

DATE: 01-18-05

PATENT

REEL: 015612 FRAME: 0398

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF
LIBERTECH INC.**

Daniel Egger certifies that:

1. He is the president and the secretary, of Libertech Inc, a Delaware Corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

" Article I

The name of this corporation is Site/Technologies/Inc."

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of stockholders in accordance with Section 242 of the Delaware Corporation Code. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%. The total number of outstanding shares of the corporation is 3,829,296.

We further declare under penalty of perjury under the laws of the State of Delaware that the matters set forth in this certificate are true and correct of our own knowledge

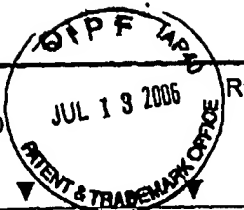
DATE: August 22, 1996


Daniel Egger, President and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:15 PM 08/22/1996
960246088 - 2300985

INPCB170VW621811.61
14006.000

EXHIBIT D



07-18-2006
103276118

Docket No.: EGG.999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → →

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Site Technologies, Inc.

7-13.06

2. Name and address of receiving party(ies):

Name: Daniel Egger

Address: 2027 W. Club Boulevard

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Bill of Sale, Assignment & License Agreement

Execution Date: September 16, 1998, September 15, 1998

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

5,544,352

6,233,571

5,832,494

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: STEPHEN R. WHITT

Registration No. 34,753

Address: VOLENTINE FRANCO & WHITT, PLLC

ONE FREEDOM SQUARE

11951 FREEDOM DRIVE, SUITE 1260

City: RESTON

State/Prov.: VA

Country: USA

ZIP: 20190

6. Total number of applications and patents involved:

3

7. Total fee (37 CFR 3.41):.....\$ 120.00

☒ Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0238

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

STEPHEN R. WHITT

Name of Person Signing

Stephen R. Whitt

Signature

JULY 18 2006

Date

Total number of pages including cover sheet, attachments, and document:

7

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 018160 FRAME: 0500

Bill of Sale, Assignment and License Agreement

This Bill of Sale, Assignment, and License Agreement is made this 16th day of September, 1998 (the "Effective Date"), by and between Site Technologies, Inc., a Corporation doing business in California ("Seller"), and Daniel Egger, a resident of the State of North Carolina ("Buyer").

WHEREAS Seller has agreed to sell and assign to Buyer and Buyer has agreed to purchase and accept from Seller, certain intellectual property, software, databases, and physical assets, defined below, for the consideration and terms set forth herein; and

WHEREAS Seller has in addition agreed to license certain software, defined below, as to which Seller desires to retain ownership but is willing to grant Buyer a perpetual, nonexclusive license, for the consideration and terms set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Purchased Assets. The "Purchased Assets" shall include the following:

(a) **PATENTS:** U.S. Patent Number 5,544,352, filed June 14, 1993 (i.e., the "V-Search Patent"), and any additions, continuations, continuations in part, divisions, or extensions, reissues, renewals, or substitutions of such patent (including the "Aha Patent"), and any foreign counterpart of any of the foregoing, as well as all related documents and diagrams in the files of patent counsel;

(b) **TRADEMARKS and COPYRIGHTS:** All Seller's rights in "V-Search," "Aha," "Libertech," and any terms used in or associated with the "V-Search Publisher's Toolkit," as well as all logos and marketing and promotional material incorporating such marks;

(c) **SOFTWARE and DATABASES:** all software, whether source code or compiled, and all databases, associated with the V-Search data-visualization system or the Aha technology, including but not limited to all files contained on Drive D of the computer being conveyed as part of the sale (and reproduced in a separate set of tape backups), and enumerated in the memo prepared by Ron Sauers entitled "HIGH-LEVEL SUMMARY OF THE FILES CONTAINED ON DRIVE D;" attached hereto as Exhibit B and hereby incorporated by reference into this document;

(d) **THIRD-PARTY LICENSES:** rights to all license agreements, including the Folio Infobase license, obtained to generate and use the SOFTWARE and DATABASES enumerated above;

(e) **PHYSICAL ASSETS:** Extant copies of CD-ROMs and disks prepared for demonstrations of the V-Search technology, extant copies of the V-Search Publisher's Toolkit, extant

marketing materials, sales notebooks, etc., relating exclusively to the V-Search and Aha technologies - as well as the computer and backup tapes upon which the SOFTWARE and DATABASES enumerated above reside, and

(f) **GOODWILL and CLAIMS:** Any and all goodwill, and all claims and potential claims, relating to the Purchased Assets described above.

2. Seller warrants that it hereby transfers good and marketable title to the Purchased Assets, free and clear of all liabilities, mortgages, liens, pledges, charges, security interests, encumbrances or title retention agreements of any kind or nature,

3. Except for the foregoing warranty of title, **THE PURCHASED ASSETS AND THE LICENSED SOFTWARE ARE PROVIDED "AS IS - WHERE IS" AND WITHOUT ANY WARRANTY OF ANY NATURE WHATSOEVER, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

4. Buyer assumes no liabilities of Seller associated with the Purchased Assets or Licensed Software or the operation of the businesses related thereto prior to the Effective Date. Seller agrees to defend, indemnify, and hold Buyer harmless against any and all liabilities associated with the Purchased Assets or Licensed Software that arise prior to the Closing that may be asserted against Buyer after the Effective Date, provided (i) Buyer notifies Seller promptly in writing of such claim, (ii) Seller has sole control of the defense and all related settlement negotiations, and (iii) Buyer provides Seller with all reasonably necessary assistance to perform the foregoing. In no event shall Seller be liable under the foregoing for a claim based on modifications, adaptations or changes to the Licensed Software not made by Seller or for combinations of the Licensed Software with materials not furnished by Seller if such infringement would have been avoided but for such combination. Buyer agrees to defend, indemnify, and hold Seller harmless against any and all liabilities associated with the Purchased Assets that arise after the Effective Date, provided (i) Seller notifies Buyer promptly in writing of such claim, (ii) Buyer has sole control of the defense and all related settlement negotiations, and (iii) Seller provides Buyer with all reasonably necessary assistance to perform the foregoing.

5. **IN NO EVENT SHALL THE MAXIMUM LIABILITY OF EITHER PARTY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA OR CONTENT, LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE PURCHASED ASSETS OR LICENSED SOFTWARE PROVIDED HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

6. **Purchase Price.** In consideration of the Purchased Assets and the Licensed Software provided hereunder, Buyer shall pay Seller \$100,000, payable in full on the Effective Date hereof.

7. Licensed Software. Buyer and Seller are aware that several components of Seller's software known as "SiteSweeper" are shared with the Purchased Assets.

Seller hereby grants Buyer a perpetual, worldwide, fully paid, nonexclusive license to copy, display, perform, create derivative works, distribute and otherwise use the Licensed Software, in source code form, solely in conjunction with the Purchased Assets. "Licensed Software" shall mean:

- (a) The "crawler" used to build Aha databases;
- (b) HTML Reporter - the reporter engine plus ISAPI extension; and
- (c) Miscellaneous utility files used by V-Search and/or Aha and also found in SiteSweeper.

Seller shall retain ownership of all copyrights and other rights in the Licensed Software, except that, although the Licensed Software is used in certain of the Purchased Assets, Seller shall have no ownership interest in such Purchased Assets.

8. Further Assurances.

(a) Seller agrees to instruct patent counsel, Dorsey and Whitney of Washington, D.C., that Seller has assigned to Buyer all such patent rights described above and such counsel is authorized and directed to make available and/or to deliver to Buyer all Seller's records relating to such patent rights. Buyer may provide a copy of this Agreement to such counsel and this Agreement shall constitute Seller's authorization to release such files to Buyer.

(b) Seller agrees from time to time, upon the request of the Buyer, to execute, acknowledge, and deliver all such further instruments, or perform such further acts, as may be necessary, in the opinion of the Buyer, in connection with the sale, assignment, conveyance, transfer and delivery of the Purchased Assets or the Licensed Software.

9. Termination. Either party may terminate this Agreement in the event of any material breach of the terms and conditions of this Agreement by the other party, which default continues in effect after the defaulting party has been provided with written notice of default and thirty (30) days to cure such default. Sections 1, 3, 4, 5, 6, 9 and 10 shall survive any termination of this Agreement.

10. This Agreement, including the exhibits attached hereto, constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersede or cancel all prior agreements respecting such subject matter. This Agreement may be amended only by a written instrument executed by all the parties or their successors or assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. In the event any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall be unimpaired and the parties will substitute a new enforceable provision of like economic intent and effect. This Agreement may be executed in one or more counterparts and each counterpart deemed an original. This Agreement may also be executed and

delivered in counterparts executed and delivered via facsimile transmission, and any such counterpart shall be deemed an original for all intents and purposes.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed as of the Effective Date:

Buyer:


Daniel Egger

Seller:


Site Technologies
Jeff Ait, Chief Executive Officer

Date:

Sept. 16 '98

Date:

Sept 15, 1998

EXHIBIT A

ASSIGNMENT OF PATENT

WHEREAS the undersigned SITE TECHNOLOGIES, INC., a California corporation ("Assignor"), is the sole owner of Patent number 5,544,352, issued August 6, 1996;

WHEREAS DANIEL EGGER, a resident of the State of North Carolina having his principal residence at 2027 W. Club Boulevard, Durham, NC 27705 ("Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the said Patent;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the undersigned in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, the said Assignor, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Patent, and all divisions, renewals and continuations thereof, and all issues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention(s) claimed in such Patent in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States Patent under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND THE UNDERSIGNED HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND THE UNDERSIGNED HEREBY covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

AND THE UNDERSIGNED HEREBY further covenants and agrees that it will com-
and assigns any facts known.

ATTEST:

Sharon L. Fugitt
Secretary

EXHIBIT E

Y-28-06

DOCUMENT ID NO.: 103273731

RE

Docket No.: EGG.001

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0801-0027 (exp. 5/31/2002)
PCSA/REV03

08-31-2008

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

103299928

Tab settings → → → ▼

To the Director of the United States Patent and Trademark Office

attached original documents or copy thereof.

1. Name of conveying party(ies):
Site Technologies, Inc.

2. Name and address of receiving party(ies):

Name: Daniel Egger

Address: 2027 W. Club Boulevard

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Bill of Sale, Assignment, & License Agreement

City: Durham State/Prov.: NCCountry: USA ZIP: 27705Execution Date: September 16, 2006

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.

Filing date

B. Patent No.(s)

09/854,577May 15, 2001

Additional numbers

☐ Yes ☒ No

6. Name and address of party to whom correspondence concerning document should be mailed:

Name: STEPHEN R. WHITTRegistration No. 34,753Address: VOLENTINE FRANCO & WHITT, PLLCONE FREEDOM SQUARE11951 FREEDOM DRIVE, SUITE 1260City: RESTON State/Prov.: VACountry: USA ZIP: 20190

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$

☒ Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0238

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

STEPHEN R. WHITT

Name of Person Signing

Signature

August 28, 2006

Date

15

Total number of pages including cover sheet, attachments, and document

Mail documents to be received with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1480, Alexandria, VA 22313-1480

PATENT

REEL: 018243 FRAME: 0675

Bill of Sale, Assignment and License Agreement

This Bill of Sale, Assignment, and License Agreement is made this 16th day of September, 1998 (the "Effective Date"), by and between Site Technologies, Inc., a Corporation doing business in California ("Seller"), and Daniel Egger, a resident of the State of North Carolina ("Buyer").

WHEREAS Seller has agreed to sell and assign to Buyer and Buyer has agreed to purchase and accept from Seller, certain intellectual property, software, databases, and physical assets, defined below, for the consideration and terms set forth herein; and

WHEREAS Seller has in addition agreed to license certain software, defined below, as to which Seller desires to retain ownership but is willing to grant Buyer a perpetual, nonexclusive license, for the consideration and terms set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Purchased Assets. The "Purchased Assets" shall include the following:

(a) **PATENTS:** U.S. Patent Number 5,544,352, filed June 14, 1993 (i.e., the "V-Search Patent"), and any additions, continuations, continuations in part, divisions, or extensions, reissues, renewals, or substitutions of such patent (including the "Aha Patent"), and any foreign counterpart of any of the foregoing, as well as all related documents and diagrams in the files of patent counsel;

(b) **TRADEMARKS and COPYRIGHTS:** All Seller's rights in "V-Search," "Aha," "Libertech," and any terms used in or associated with the "V-Search Publisher's Toolkit," as well as all logos and marketing and promotional material incorporating such marks;

(c) **SOFTWARE and DATABASES:** all software, whether source code or compiled, and all databases, associated with the V-Search data-visualization system or the Aha technology, including but not limited to all files contained on Drive D of the computer being conveyed as part of the sale (and reproduced in a separate set of tape backups), and enumerated in the memo prepared by Ron Sauters entitled "HIGH-LEVEL SUMMARY OF THE FILES CONTAINED ON DRIVE D;" attached hereto as Exhibit B and hereby incorporated by reference into this document;

(d) **THIRD-PARTY LICENSES:** rights to all license agreements, including the Folio Infobase license, obtained to generate and use the SOFTWARE and DATABASES enumerated above;

(e) **PHYSICAL ASSETS:** Extant copies of CD-ROMs and disks prepared for demonstrations of the V-Search technology, extant copies of the V-Search Publisher's Toolkit, extant

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PATENT
REEL: 018243 FRAME: 0576

marketing materials, sales notebooks, etc., relating exclusively to the V-Search and Aha technologies - as well as the computer and backup tapes upon which the SOFTWARE and DATABASES enumerated above reside, and

(f) **GOODWILL and CLAIMS:** Any and all goodwill, and all claims and potential claims, relating to the Purchased Assets described above.

2. Seller warrants that it hereby transfers good and marketable title to the Purchased Assets, free and clear of all liabilities, mortgages, liens, pledges, charges, security interests, encumbrances or title retention agreements of any kind or nature,

3. Except for the foregoing warranty of title, **THE PURCHASED ASSETS AND THE LICENSED SOFTWARE ARE PROVIDED "AS IS - WHERE IS" AND WITHOUT ANY WARRANTY OF ANY NATURE WHATSOEVER, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

4. Buyer assumes no liabilities of Seller associated with the Purchased Assets or Licensed Software or the operation of the businesses related thereto prior to the Effective Date. Seller agrees to defend, indemnify, and hold Buyer harmless against any and all liabilities associated with the Purchased Assets or Licensed Software that arise prior to the Closing that may be asserted against Buyer after the Effective Date, provided (i) Buyer notifies Seller promptly in writing of such claim, (ii) Seller has sole control of the defense and all related settlement negotiations, and (iii) Buyer provides Seller with all reasonably necessary assistance to perform the foregoing. In no event shall Seller be liable under the foregoing for a claim based on modifications, adaptations or changes to the Licensed Software not made by Seller or for combinations of the Licensed Software with materials not furnished by Seller if such infringement would have been avoided but for such combination. Buyer agrees to defend, indemnify, and hold Seller harmless against any and all liabilities associated with the Purchased Assets that arise after the Effective Date, provided (i) Seller notifies Buyer promptly in writing of such claim, (ii) Buyer has sole control of the defense and all related settlement negotiations, and (iii) Seller provides Buyer with all reasonably necessary assistance to perform the foregoing.

5. **IN NO EVENT SHALL THE MAXIMUM LIABILITY OF EITHER PARTY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA OR CONTENT, LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE PURCHASED ASSETS OR LICENSED SOFTWARE PROVIDED HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

6. **Purchase Price.** In consideration of the Purchased Assets and the Licensed Software provided hereunder, Buyer shall pay Seller \$100,000, payable in full on the Effective Date hereof.

7. Licensed Software. Buyer and Seller are aware that several components of Seller's software known as "SiteSweeper" are shared with the Purchased Assets.

Seller hereby grants Buyer a perpetual, worldwide, fully paid, nonexclusive license to copy, display, perform, create derivative works, distribute and otherwise use the Licensed Software, in source code form, solely in conjunction with the Purchased Assets. "Licensed Software" shall mean:

- (a) The "crawler" used to build Aha databases;
- (b) HTML Reporter - the reporter engine plus ISAPI extension; and
- (c) Miscellaneous utility files used by V-Search and/or Aha and also found in SiteSweeper.

Seller shall retain ownership of all copyrights and other rights in the Licensed Software, except that, although the Licensed Software is used in certain of the Purchased Assets, Seller shall have no ownership interest in such Purchased Assets.

8. Further Assurances.

(a) Seller agrees to instruct patent counsel, Dorsey and Whitney of Washington, D.C., that Seller has assigned to Buyer all such patent rights described above and such counsel is authorized and directed to make available and/or to deliver to Buyer all Seller's records relating to such patent rights. Buyer may provide a copy of this Agreement to such counsel and this Agreement shall constitute Seller's authorization to release such files to Buyer.

(b) Seller agrees from time to time, upon the request of the Buyer, to execute, acknowledge, and deliver all such further instruments, or perform such further acts, as may be necessary, in the opinion of the Buyer, in connection with the sale, assignment, conveyance, transfer and delivery of the Purchased Assets or the Licensed Software.

9. Termination. Either party may terminate this Agreement in the event of any material breach of the terms and conditions of this Agreement by the other party, which default continues in effect after the defaulting party has been provided with written notice of default and thirty (30) days to cure such default. Sections 1, 3, 4, 5, 6, 9 and 10 shall survive any termination of this Agreement.

10. This Agreement, including the exhibits attached hereto, constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersede or cancel all prior agreements respecting such subject matter. This Agreement may be amended only by a written instrument executed by all the parties or their successors or assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. In the event any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall be unimpaired and the parties will substitute a new enforceable provision of like economic intent and effect. This Agreement may be executed in one or more counterparts and each counterpart deemed an original. This Agreement may also be executed and

delivered in counterparts executed and delivered via facsimile transmission, and any such counterpart shall be deemed an original for all intents and purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date:

Buyer:


Daniel Egger

Seller:


Silo Technologies
Jeff Ait, Chief Executive Officer

Date:

Sept. 16 '98

Date:

Sept 15, 1998

EXHIBIT A

ASSIGNMENT OF PATENT

WHEREAS the undersigned SITE TECHNOLOGIES, INC., a California corporation ("Assignor"), is the sole owner of Patent number 5,544,352, issued August 6, 1996;

WHEREAS DANIEL EGGER, a resident of the State of North Carolina having his principal residence at 2027 W. Club Boulevard, Durham, NC 27705 ("Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the said Patent;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the undersigned in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, the said Assignor, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Patent, and all divisions, renewals and continuations thereof, and all issues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention(s) claimed in such Patent in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States Patent under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND THE UNDERSIGNED HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND THE UNDERSIGNED HEREBY covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

AND THE UNDERSIGNED HEREBY further covenants and agrees that it will com-
and assigns any facts known

ATTEST:

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PATENT
REEL: 018243 FRAME: 0580

Sharon L. Figgitt
Secretary

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PATENT
REEL: 018243 FRAME: 0581

<p>FORM PTO-1590 (Modified) (Rev. 03-01) OMB No. 0651-0027 (exp. 6/31/2002) P05A REV03</p> <p>07-13-2006</p> <p>103273731</p>		<p>Docket No.: EGG.001</p> <p>U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office</p>													
<p>To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.</p>															
<p>1. Name of conveying party(ies): SNe Technologies, Inc.</p> <p>Additional names(s) of conveying party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies):</p> <p>Name: DANIEL EGGER</p> <p>Address: 2027 W. CLUB BOULEVARD</p> <p>City: DURHAM State/Prov.: NC</p> <p>Country: USA ZIP: 27705</p> <p>Additional name(s) & address(es) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>													
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other Bill of Sale, Assignment & License Agreement</p> <p>Execution Date: September 16, 1998, September 13, 1998</p>															
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: _____</p> <table border="1"><thead><tr><th>Patent Application No.</th><th>Filing date</th><th>B. Patent No.(s)</th></tr></thead><tbody><tr><td>09/884,577</td><td>May 15, 2001</td><td></td></tr><tr><td>07/12/2006 08Y3RE 00000139 506236 09854577</td><td></td><td></td></tr><tr><td>01 FD(8821 40.00 DA</td><td></td><td></td></tr></tbody></table> <p>Additional numbers <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				Patent Application No.	Filing date	B. Patent No.(s)	09/884,577	May 15, 2001		07/12/2006 08Y3RE 00000139 506236 09854577			01 FD(8821 40.00 DA		
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07/12/2006 08Y3RE 00000139 506236 09854577															
01 FD(8821 40.00 DA															
<p>6. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: STEPHEN R. WHITT</p> <p>Registration No. 34,753</p> <p>Address: VOLENTINE FRANCOIS & WHITT, PLLC</p> <p>ONE FREEDOM SQUARE</p> <p>11951 FREEDOM DRIVE, SUITE 1260</p> <p>City: RESTON State/Prov.: VA</p> <p>Country: USA ZIP: 20190</p>		<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41):\$ 40.00</p> <p><input type="checkbox"/> Enclosed - Any excess or insufficiency should be credited or debited to deposit account</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 50-0238</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>													
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p>STEPHEN R. WHITT <i>Stephen R. Whitt</i></p> <p>Name of Person Signing Signature</p> <p>Date: JULY 10, 2006</p> <p>Total number of pages including cover sheet, attachments, and document: _____</p>															

Documents to be recorded with required cover sheet information to:
Mail Stop Assignment Registration Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 018243 FRAME: 0582

Bill of Sale, Assignment and License Agreement

This Bill of Sale, Assignment, and License Agreement is made this 16th day of September, 1998 (the "Effective Date"), by and between Site Technologies, Inc., a Corporation doing business in California ("Seller"), and Daniel Egger, a resident of the State of North Carolina ("Buyer").

WHEREAS Seller has agreed to sell and assign to Buyer and Buyer has agreed to purchase and accept from Seller, certain intellectual property, software, databases, and physical assets, defined below, for the consideration and terms set forth herein; and

WHEREAS Seller has in addition agreed to license certain software, defined below, as to which Seller desires to retain ownership but is willing to grant Buyer a perpetual, nonexclusive license, for the consideration and terms set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Purchased Assets.** The "Purchased Assets" shall include the following:

(a) **PATENTS:** U.S. Patent Number 5,544,352, filed June 14, 1993 (i.e., the "V-Search Patent"), and any additions, continuations, continuations in part, divisions, or extensions, reissues, renewals, or substitutions of such patent (including the "Aha Patent"), and any foreign counterpart of any of the foregoing, as well as all related documents and diagrams in the files of patent counsel;

(b) **TRADEMARKS and COPYRIGHTS:** All Seller's rights in "V-Search," "Aha," "Libertech," and any terms used in or associated with the "V-Search Publisher's Toolkit," as well as all logos and marketing and promotional material incorporating such marks;

(c) **SOFTWARE and DATABASES:** all software, whether source code or compiled, and all databases, associated with the V-Search data-visualization system or the Aha technology, including but not limited to all files contained on Drive D of the computer being conveyed as part of the sale (and reproduced in a separate set of tape backups), and enumerated in the memo prepared by Ron Savers entitled "HIGH-LEVEL SUMMARY OF THE FILES CONTAINED ON DRIVE D," attached hereto as Exhibit B and hereby incorporated by reference into this document;

(d) **THIRD-PARTY LICENSES:** rights to all license agreements, including the Folio Infobase license, obtained to generate and use the SOFTWARE and DATABASES enumerated above;

(e) **PHYSICAL ASSETS:** Extant copies of CD-ROMs and disks prepared for demonstrations of the V-Search technology, extant copies of the V-Search Publisher's Toolkit, extant

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PATENT
REEL: 018243 FRAME: 0583

marketing materials, sales notebooks, etc., relating exclusively to the V-Search and Aha technologies - as well as the computer and backup tapes upon which the SOFTWARE and DATABASES enumerated above reside, and

(f) **GOODWILL and CLAIMS:** Any and all goodwill, and all claims and potential claims, relating to the Purchased Assets described above.

2. Seller warrants that it hereby transfers good and marketable title to the Purchased Assets, free and clear of all liabilities, mortgages, liens, pledges, charges, security interests, encumbrances or title retention agreements of any kind or nature.

3. Except for the foregoing warranty of title, **THE PURCHASED ASSETS AND THE LICENSED SOFTWARE ARE PROVIDED "AS IS - WHERE IS" AND WITHOUT ANY WARRANTY OF ANY NATURE WHATSOEVER, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

4. Buyer assumes no liabilities of Seller associated with the Purchased Assets or Licensed Software or the operation of the businesses related thereto prior to the Effective Date. Seller agrees to defend, indemnify, and hold Buyer harmless against any and all liabilities associated with the Purchased Assets or Licensed Software that arise prior to the Closing that may be asserted against Buyer after the Effective Date, provided (i) Buyer notifies Seller promptly in writing of such claim, (ii) Seller has sole control of the defense and all related settlement negotiations, and (iii) Buyer provides Seller with all reasonably necessary assistance to perform the foregoing. In no event shall Seller be liable under the foregoing for a claim based on modifications, adaptations or changes to the Licensed Software not made by Seller or for combinations of the Licensed Software with materials not furnished by Seller if such infringement would have been avoided but for such combination. Buyer agrees to defend, indemnify, and hold Seller harmless against any and all liabilities associated with the Purchased Assets that arise after the Effective Date, provided (i) Seller notifies Buyer promptly in writing of such claim, (ii) Buyer has sole control of the defense and all related settlement negotiations, and (iii) Seller provides Buyer with all reasonably necessary assistance to perform the foregoing.

5. **IN NO EVENT SHALL THE MAXIMUM LIABILITY OF EITHER PARTY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA OR CONTENT, LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE PURCHASED ASSETS OR LICENSED SOFTWARE PROVIDED HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

6. **Purchase Price.** In consideration of the Purchased Assets and the Licensed Software provided hereunder, Buyer shall pay Seller \$100,000, payable in full on the Effective Date hereof.

7. Licensed Software. Buyer and Seller are aware that several components of Seller's software known as "SiteSweeper" are shared with the Purchased Assets.

Seller hereby grants Buyer a perpetual, worldwide, fully paid, nonexclusive license to copy, display, perform, create derivative works, distribute and otherwise use the Licensed Software, in source code form, solely in conjunction with the Purchased Assets. "Licensed Software" shall mean:

- (a) The "crawler" used to build Aha databases;
- (b) HTML Reporter - the reporter engine plus ISAPI extension; and
- (c) Miscellaneous utility files used by V-Search and/or Aha and also found in SiteSweeper.

Seller shall retain ownership of all copyrights and other rights in the Licensed Software, except that, although the Licensed Software is used in certain of the Purchased Assets, Seller shall have no ownership interest in such Purchased Assets.

8. Further Assurances.

(a) Seller agrees to instruct patent counsel, Dorsey and Whitney of Washington, D.C., that Seller has assigned to Buyer all such patent rights described above and such counsel is authorized and directed to make available and/or to deliver to Buyer all Seller's records relating to such patent rights. Buyer may provide a copy of this Agreement to such counsel and this Agreement shall constitute Seller's authorization to release such files to Buyer.

(b) Seller agrees from time to time, upon the request of the Buyer, to execute, acknowledge, and deliver all such further instruments, or perform such further acts, as may be necessary, in the opinion of the Buyer, in connection with the sale, assignment, conveyance, transfer and delivery of the Purchased Assets or the Licensed Software.

9. Termination. Either party may terminate this Agreement in the event of any material breach of the terms and conditions of this Agreement by the other party, which default continues in effect after the defaulting party has been provided with written notice of default and thirty (30) days to cure such default. Sections 1, 3, 4, 5, 6, 9 and 10 shall survive any termination of this Agreement.

10. This Agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersedes or cancel all prior agreements respecting such subject matter. This Agreement may be amended only by a written instrument executed by all the parties or their successors or assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. In the event any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall be unimpaired and the parties will substitute a new enforceable provision of like economic intent and effect. This Agreement may be executed in one or more counterparts and each counterpart deemed an original. This Agreement may also be executed and

delivered in counterparts executed and delivered via facsimile transmission, and any such counterpart shall be deemed an original for all intents and purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date:

Buyer:

Daniel Egger

Seller:

Site Technologies

Jeff Ait, Chief Executive Officer

Date:

Sept. 16 '98

Date:

Sept 15, 1998

EXHIBIT A

ASSIGNMENT OF PATENT

WHEREAS the undersigned SITE TECHNOLOGIES, INC., a California corporation ("Assignor"), is the sole owner of Patent number 5,544,352, issued August 6, 1996;

WHEREAS DANIEL EGGER, a resident of the State of North Carolina having his principal residence at 2027 W. Club Boulevard, Durham, NC 27705 ("Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the said Patent;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the undersigned in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, the said Assignor, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Patent, and all divisions, renewals and continuations thereof, and all issues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention(s) claimed in such Patent in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States Patent under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND THE UNDERSIGNED HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND THE UNDERSIGNED HEREBY covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

AND THE UNDERSIGNED HEREBY further covenants and agrees that it will com-
and assigns any facts known.

ATTEST:

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PATENT
REEL: 018243 FRAME: 0687

Sharon R. Figgitt
Secretary

C:\CSC\WINDOWS\TEMP\51\TechAssignment.doc

-2-

RECORDED: 07/10/2006

PATENT
REEL: 018243 FRAME: 0588

EXHIBIT F

DECLARATION FOR PATENT APPLICATION

As below named inventors, we hereby declare that:

Our residences, post office addresses and citizenships are as stated below next to our names.

We believe we are the original, first and sole inventors of the subject matter which is claimed and for which a utility patent is sought on the invention entitled METHOD AND APPARATUS FOR INDEXING, SEARCHING AND DISPLAYING DATA, the specification of which was filed on May 17, 1996, as Application Serial No. 08/649,304.

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims.

We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

We acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to be material to patentability as defined in Title 37, Code of Federal Regulations, Section 1.56, which became available between the filing date of prior application U.S. Serial No. 08/076,658, entitled METHOD AND APPARATUS FOR INDEXING, SEARCHING AND DISPLAYING DATA, filed JUNE 14, 1993, and the national filing date of this continuation-in-part application.

We hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected therewith: Eugene L. Johnson (Reg. No. 21,028), David N. Fronek (Reg. No. 25,678), Jon F. Tuttle (Reg. No. 25,713), Stuart R. Hemphill (Reg. No. 28,084), Aldo Noto (Reg. No. 35,628), Scott W. Doyle (Reg. No. 39,176), John E. Giust (Reg. No. 38,064), Jennifer H. Dixon (40,316).

Address all telephone calls to: Aldo Noto, (202) 452-6945

Address all correspondence to: Aldo Noto, Dorsey & Whitney, Suite 200, 1330 Connecticut Avenue, N.W., Washington, D.C. 20036.

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine

or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Daniel Egger
Full name of sole or first inventor


Inventor's signature


Date June 18, 96

2027 West Club Boulevard, Durham, NC 27705
Residence

U.S.
Citizenship

Post Office Address

Shawn Cannon
Full name of second or joint inventor


Inventor's Signature


Date June 18, 1996

2429 Mandy Lane, Hillsborough, NC 27278
Residence

U.S.
Citizenship

Post Office Address

Ronald D. Sauers
Full name of third or joint inventor


Inventor's Signature

Date June 18, 1996

3330 Tranquil Trail, Mebane, NC 27302
Residence

U.S.
Citizenship

Post Office Address

STATE OF

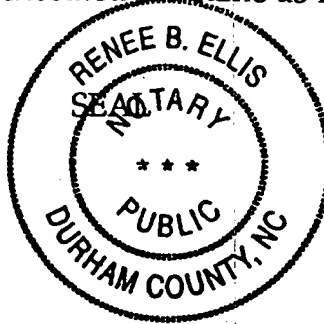
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) ss.
)

COUNTY OF

On this 18th day of June, 1996, before me a Notary Public, personally appeared Shawn Cannon, known to me to be the person who executed the foregoing Assignment and acknowledged that he executed the same as his free act and deed.

Renee B. Ellis
Notary Public

My Commission Expires 10/29/2000



STATE OF

)
) ss.
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COUNTY OF

On this 18th day of June, 1996, before me a Notary Public, personally appeared Ronald D. Sauers, known to me to be the person who executed the foregoing Assignment and acknowledged that he executed the same as his free act and deed.

Renee B. Ellis
Notary Public

My Commission Expires 10/29/2000

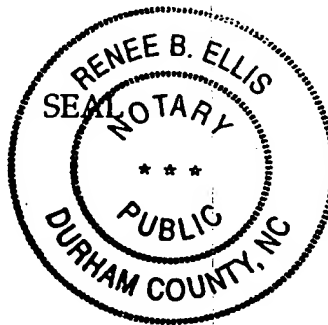


EXHIBIT G

EDWARD W. BULCHIS
(206) 903-8785
bulchis.ed@dorsey.com

May 9, 2005

Mr. Daniel Egger
900 West Main Street
Suite 258
Durham, NC 27701

Re: U.S. Patent Application No. 09/854,577
METHOD AND APPARATUS FOR INDEXING, SEARCHING AND
DISPLAYING DATA
Our Reference: 32560/US (453550-1)

Dear Dan:

We have now reviewed your application and the patents previously issuing from the parents to this application, as well as the Office Action and cited reference, which were previously sent to you. As you may recall, this application is directed to a window management system and method in which active windows are identified and displayed in a particular format. Each time a new window is activated, it is also identified and displayed in a particular format. Additionally, the system and method can recognize active windows other than those that have been identified, and it then causes these recognized windows to be displayed in a second format. For example, if there are a large number of active windows, the most recent windows can be maximized while older windows can be minimized. The claimed system and method automatically performs these management functions each time a new window is activated.

The sole reference cited in the Office Action is a text by Cowart entitled "Mastering Windows 3.1," which describes and shows in Figures 2.8 and 2.9 displaying active windows in either a "Cascade" format or a "Tile" format. The Cascade or Tile format is manually selected by the user. Regardless of what format is selected, the main window also shows, in addition to either Cascaded or Tiled windows, icons corresponding to applications that are not active. Whenever one of these applications is activated, a corresponding window is displayed in the selected window format.

If our understanding of the Cowart text is correct, then it does not disclose or suggest recognizing at least one active window that is displayed in a format that is different from the format used to display other active windows, as recited in claims 106-112. If our analysis is correct, we believe claims 106-112 should be allowable, and we will explain our reasoning to the Examiner in our response.

Claim 99 is somewhat broader than claim 106 in that it requires only identifying activated windows and displaying these windows in a particular format each time a new window is activated. The cited reference therefore may suggest the subject matter of claim 99 unless claim 99 can be read to require that less than all of the active windows are displayed, *e.g.* only the most recently activated windows are displayed. We therefore recommend consideration be given to amending claim 99 to clarify that only the most recently activated windows are displayed, and this function of selectively displaying the most recently activated windows is accomplished each time a new window is activated.

The remaining independent claim, *i.e.*, claim 113, is a system claim that is directed to auto-arranging windows in a predetermined format in a manner that causes the arrangement of all active windows to change each time a new window is activated. This claim arguably reads on the disclosure in the Cowart reference of adding a new cascaded or tiled window to existing cascaded or cascaded windows, respectively, each time a new application is activated. When the new window is added, the arrangement therefore arguably changes.

Mr. Daniel Egger
May 9, 2005
Page 3



Please review the Office Action and cited reference, and then give me a call so we can discuss the preparation of a response to the Office Action. In case you do not have a complete copy of the Cowart reference, we are enclosing copies of pages 53-82.

Very truly yours,

DORSEY & WHITNEY LLP

A handwritten signature in black ink, appearing to read 'Ed'.

Edward W. Bulchis

EWB:alb

Enclosures:

As Noted

h:\p\clients\egger, daniel\32560us\32560us egger ltr 050905.doc

EXHIBIT H

Bulchis, Ed

From: Daniel Egger [degger@osriskmanagement.com]
Sent: Thursday, March 02, 2006 2:47 PM
To: Bulchis, Ed
Subject: Revival of Egger Patent App.

Ed:

I just got your Feb 3 letter! We definitely need to revive this application, if it can be part of a broader strategy with the two issued patents. The issue was and is, whether the =original date can be used to pursue a modification of the original claims in the first 1992 patent that will strengthen them against potential challenge. Joby Hughes was supposed to call you on this point last summer as you may remember. He went quiet for a few months but has significant renewed interest in the deal and has been hounding me for an answer -- so we need to understand his question and answer it.

Please let me know a couple times when I can reach you by telephone, and we can figure out who should do what when.

Thanks,

Daniel Egger